

Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
One Rodney Square  
PO Box 636  
Wilmington, Delaware 19899-0636  
(302) 651-3000

Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
MCGUIREWOODS LLP  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

- and -

Chris L. Dickerson, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
155 North Wacker Drive  
Chicago, Illinois 60606  
(312) 407-0700

Counsel to the Debtors and  
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
In re: : Chapter 11  
:   
CIRCUIT CITY STORES, INC., : Case No. 08-35653  
:   
et al., : Tax ID No. (54-0493875)  
:   
Debtors. :   
: Jointly Administered  
- - - - - x

**MOTION OF DEBTORS FOR ORDER PURSUANT TO BANKRUPTCY CODE  
SECTION 105 AND BANKRUPTCY RULE 2002, 3003(c)(3), AND  
9007 TO DEEM PUBLICATION NOTICE OF GENERAL BAR DATE  
SUFFICIENT AS TO CERTAIN PARTIES**

The debtors and debtors in possession in the  
above-captioned cases (collectively, the "Debtors")<sup>1</sup>

---

<sup>1</sup> The Debtors and the last four digits of their respective taxpayer  
identification numbers are as follows: Circuit City Stores, Inc.  
(cont'd)

hereby move (the "Motion") this Court for entry of an order (the "Order") pursuant to section 105 of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002, 3003(c)(3) and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to deem publication notice of the general bar date sufficient as to certain parties. In support of the Motion, the Debtors respectfully represent as follows:

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

---

*(cont'd from previous page)*

(3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), PRAHS, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address was 9950 Mayland Drive, Richmond, Virginia 23233 and currently is 4951 Lake Brook Drive, Glen Allen, VA 23060.

2. The statutory predicates for the relief requested herein is Bankruptcy Code section 105. Such relief is warranted pursuant to Bankruptcy Rules 2002, 3003(c)(3) and 9007.

#### **BACKGROUND**

##### **A. General Case Background.**

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

6. On January 16, 2009, the Court authorized the Debtors, among other things, to conduct going out of business sales at the Debtors' remaining 567 stores pursuant to an agency agreement (the "Agency Agreement")

between the Debtors and a joint venture, as agent (the "Agent"). On January 17, 2009, the Agent commenced going out of business sales pursuant to the Agency Agreement at the Debtors remaining stores. As of March 8, 2009, the going out of business sales at the Debtors' remaining stores had been completed.

7. On September 29, 2009, the Debtors and the Creditors Committee filed the First Amended Joint Plan of Liquidation of Circuit City Stores, Inc. and its Affiliated Debtors and Debtors In Possession and its Official Committee of Creditors Holding General Unsecured Claims (the "Plan"). The associated disclosure statement (the "Disclosure Statement") was approved on September 24, 2009, and confirmation of the Plan is currently scheduled for January 28, 2010.

8. Generally, the Plan provides for the liquidation of the Debtors under chapter 11 of the Bankruptcy Code.

**B. The Rebate Programs.**

9. Prior to the Petition Date, the Debtors from time to time offered customers rebates (the "Rebates") on products sold at the Debtors' stores and

on the Debtors' website. The Rebates were promotions that allowed customers to mail in forms (the "Rebate Forms") to receive money back on certain products (collectively, the "Rebate Programs").

10. Prior to the Petition Date, the Debtors contracted with various companies to administer the Rebate Programs. Between 1999 and the Petition Date, the Rebate Programs were predominantly administered by Young America Corporation ("Young America") and Parago, Inc. ("Parago").

**1. The Parago Rebate Program.**

11. Between October, 2005 and March, 2009, Parago was the Debtors' sole provider of Rebate Program administration services. In order to take advantage of a Rebate offer under the Parago Rebate Program, each customer was required to mail a completed Rebate Form to Parago. Parago would process all of the Rebate Forms it received from customers within a certain period of time, compile the data from the Rebate Forms into an electronic file, and then transmit the file to Solutran, Inc. ("Solutran").

12. Solutran was responsible for issuing rebate checks (the "Rebate Checks") on behalf of Circuit City directly to the customers (the "Rebate Check Holders") based on the information it received from Parago. The Rebate Checks were paid by Solutran with funds provided by Circuit City from an account administered by Solutran (the "Solutran Account").

13. During Parago's administration of the Rebate Programs, each Rebate Check conspicuously indicated on the face of the check that it was void after ninety (90) days from the date the Rebate Check was issued. An example of a Rebate Check issued by Solutran is attached hereto as Exhibit A. In most cases, if a Rebate Check was not cashed within ninety (90) days of issuance, the Rebate Check Holder was deemed to have rejected the Rebate offer. More particularly, the Rebate offers issued by the Debtors generally contained the following, or similar, language:

In order to accept this offer, you must cash the promotional incentive offer check within ninety (90) days of check issuance. If you do not cash the check within this time period, you shall be deemed to have rejected this offer, making it void. Circuit City is not responsible for any

lost or misdirected checks. By submitting this form, you acknowledge and agree to these conditions of acceptance and that any disputes arising from or relating to this offer will be governed by Virginia law without regard to its choice of law rules.

Examples of Rebate offers containing this language are attached hereto as Exhibit B.

14. As of the Petition Date, there were approximately 480,000 outstanding Rebate Checks issued under the Parago Program. The total value of these Rebate Checks is approximately \$20,355,443.00. The individual Rebate Checks range in value between approximately \$1.00 and \$1,200.00. The approximate average amount of the outstanding Rebate Checks is \$43.00. Moreover, approximately 444,000 of these outstanding Rebate Checks, with an approximate value of \$18,550,106.00, were more than ninety days old as of the Petition Date, and thus, expired by their own terms and are void.

**2. The Young America Rebate Program.**

15. The Debtors engaged Young America to provide Rebate program administration services between November of 1999 through September of 2005. Because

that relationship was terminated in 2005, the Debtors no longer possess detailed information about the procedures that were in place during Young America's administration of the various Rebate Programs. The Debtors reasonably believe, however, that the Rebate Checks issued under the Young America program also stated that the checks were void if not cashed within ninety (90) days from the date of issuance. Moreover, the Debtors reasonably believe that the Young America Rebate offers would have contained a similar provision to that discussed above in connection with the Parago program, which provision would have deemed a rebate offer void if the Rebate Check was not cashed within ninety (90) days from the date of issuance.

16. As set forth above, the Debtors possess limited information about the Young America rebate program. However, based on the information in their possession, the Debtors believe that approximately 277,059 rebate checks issued by Young America were outstanding as of the Petition Date. The approximate value of these outstanding Young America Rebate Checks is \$12,498,589.00. These Rebate Checks range in value



from \$.01 and \$600.00. The average amount of the outstanding Rebate Checks is \$45.00.<sup>2</sup>

17. The total number of outstanding Rebate Checks issued under the Parago and Young America programs as of the Petition Date was approximately 758,000. The total value of all of these outstanding Rebate Checks is approximately \$32,854,033.00. Of these outstanding Rebate Checks, approximately 720,780 checks, with a combined approximate value of \$31,048,696.00, were issued more than ninety (90) days before the Petition Date and are void under the terms and conditions of the Debtors' various Rebate Programs.

**C. The Customer Practices Motion.**

18. On November 11, 2008, this Court entered the Order Pursuant to Bankruptcy Code Sections 105(a), 363, 506, 507(a), 553, 1107(a), 1108 and 1129(b) and Bankruptcy Rule 6003 Authorizing Continuation of Certain Customer Practices (the "Customer Practices Order")(D.I.

---

<sup>2</sup> The information concerning the Young America Rebate Checks is based on data that the Debtors had in their possession as of the Petition Date. Because the Debtors' business relationship with Young America ended in 2005, it is possible that the data is inaccurate and that the total number and value of the outstanding Young America Rebate Checks is greater or lesser than what is contained herein.

111). Pursuant to the terms of the Customer Practices Order, the Debtors were authorized, but not directed, to continue to honor uncashed Rebate Checks issued prior to the Petition Date.

19. Because the Debtors were given the authority to continue their pre-petition Rebate Program, the Rebate Check Holders were eligible to, and in many cases did, receive payment on account of pre-petition Rebate Checks issued by Solutran. Indeed, approximately 27,804 Rebate Checks issued prior to the Petition Date were cashed post-petition. The total value of these Rebate Checks is \$1,377,565.56.

**D. The Rebate Check Holders.**

20. In connection with preparing their schedules and statements of financial affairs (the "Schedules and Statements"), the Debtors considered scheduling the Rebate Holders on Debtors' Schedule F - Creditors Holding Unsecured Non-Priority Claims and providing them with actual notice of the General Bar Date. After carefully considering the following factors, the Debtors determined neither was appropriate under the circumstances.

21. First, service by mail of more than 758,000 Rebate Check Holders, in addition to all of the Debtors' other creditors and interest holders, was costly, especially considering the average amount of the Rebate Checks.

22. Second, at the time the Debtors served creditors with notice of the General Bar Date, the Debtors were operating as a going concern. As such, the Debtors were honoring valid Rebate Checks issued prior and subsequent to the Petition Date under the Customer Practices Order.

23. Third, the Debtors did not believe that the Rebate Check Holders had valid claims because they did not have legally enforceable rights to payment.

24. Lastly, the Debtors did not physically possess the contact information for the various Rebate Check Holders at the time notice of the General Bar Date was given. Although the Debtors ultimately obtained this information from Parago and Young America, upon inspection, the Debtors determined that much of the data was likely unreliable considering the length of time many of the Rebate Checks had been outstanding. This

was particularly true with regard to the outstanding Young America Rebate Checks, as they would have been issued between three and nine years before the Debtors filed their bankruptcy petitions.

**E. The General Bar Date.**

25. On November 12, 2008, the Court appointed Kurtzman Carson Consultants LLC ("KCC") as claims, noticing and balloting agent for the Debtors in these chapter 11 cases pursuant to 28 U.S.C. § 156(c).

26. On December 10, 2008, the Court entered that certain Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting General Bar Date and Procedures for Filing Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof (Docket No. 890) (the "Claims Bar Date Order").

27. Pursuant to the Claims Bar Date Order, the deadline for filing all "claims" (as defined in 11 U.S.C. § 105(5)) arising before November 10, 2008 against the Debtors by any non-governmental entity was 5:00 p.m. (Pacific) on January 30, 2009 (the "General Bar Date").

28. Moreover, pursuant to the Claims Bar Date Order, this Court approved the form and manner of the general bar date notice (the "General Bar Date Notice"). The Debtors served the General Bar Date Notice by first class mail on or before December 19, 2008 to all known creditors and all known holders of the Debtors' equity securities as reflected in the Debtors' books and records, as well as U.S. state escheat or unclaimed property offices.

29. Additionally, pursuant to the Claims Bar Date Order, the Debtors were given the authority to publish the General Bar Date notice in various newspapers. Consequently, on December 24, 2008, the Debtors published notice of the General Bar Date in the Richmond Times Dispatch (see Affidavit of Publication of Sheila Lloyd, D.I. 1394), and the national edition of the Wall Street Journal (see Affidavit of Publication of Roy Oteo, D.I. 1395).

**RELIEF REQUESTED**

30. By this Motion, the Debtors seek entry of an order pursuant to section 105 of title 11 of the Bankruptcy Code, and Rules 2002, 3003(c)(3) and 9007 of

the Bankruptcy Rules to deem publication notice of the General Bar Date sufficient as to all of the Rebate Check Holders.

**BASIS FOR RELIEF**

31. At this stage of the Debtors' cases, the Debtors believe that deeming publication notice of the General Bar Date as to the Rebate Check Holders adequate is in the best interests of the Debtors' estates and their creditors, and will help facilitate an orderly liquidation and distribution of the Debtor' assets through a confirmed plan of liquidation.

32. The Debtors assert that most of the Rebate Checks Holders do not hold claims against the Debtors' bankruptcy estates because their Rebate Checks were void before the Petition Date. The Debtors also contend that the applicable statute of limitations would prevent a significant portion of the Rebate Check Holders from enforcing any such claims against the Debtors' bankruptcy estates in any event.

33. The Debtors also contend that the Rebate Check Holders are not entitled to receive actual notice by mail of the General Bar Date. Because the Rebate

Check Holders were unknown creditors of the Debtors as of the Petition Date, and any claims they could potentially assert against the Debtors' estates are speculative, publication notice was sufficient to inform the Rebate Check Holders of the General Bar Date.

34. Lastly, because the Court granted the Debtors the authority to continue their pre-petition Rebate program, the Rebate Check Holders in possession of valid Rebate Checks could have, and in many cases already have, received payment from the Debtors' estates on account of their Rebate Checks.<sup>3</sup>

35. Accordingly, for these reasons, the Debtors request that the Court deem publication notice of the General Bar Date sufficient as to all of the Rebate Check Holders.

---

<sup>3</sup> Additionally, if the Debtors' proposed Plan is approved, the Rebate Check Holders would most likely not be entitled to receive any distributions on claims made in connection with valid Rebate Checks. Under the Debtors' proposed Plan, the amount of the asserted claims would probably not satisfy the monetary threshold that would obligate the Liquidating Trustee to make a distribution to any individual Rebate Check Holder in connection with a Rebate Check claim. See Plan § Article VI, Section I, Subsection 4 ("The Liquidating Trustee shall have no obligation to make any Distribution on Claims Allowed in an amount less than \$500.00.").

**APPLICABLE AUTHORITY**

**I. THE VAST MAJORITY OF THE REBATE CHECK HOLDERS DO NOT HOLD CLAIMS AGAINST THE DEBTORS' ESTATES.**

36. Section 101(5) of the Bankruptcy Code defines "claim" to include, among other things, a:

(A) right to payment, whether or not such right to payment is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured . . . .

11 U.S.C. § 101(5).

37. Although the Supreme Court has held that a "claim" is to be broadly construed and applied, see Johnson v. Home State Bank, 501 U.S. 78, 83 (1991); Grady v. A.H. Robins Co., Inc., 839 F.2d 198, 200 (4<sup>th</sup> Cir. 1988), the construction of the term "claim" is not without limits. See In re Westerlund, 2006 WL 4063034, \*1 (D.S.C. June 21, 2006) (noting that while the term "claim" is interpreted broadly, a claim will not arise unless a party demonstrates that it possesses a right to receive payment from the bankruptcy estate).

38. Indeed, under the Bankruptcy Code, a valid "claim" exists only when the following two elements are satisfied: (1) an entity possessed a right



to payment, and (2) that right to payment arose before the filing of the bankruptcy petition. Pension Benefit Guaranty Corporation v. Oneida Ltd. (In re Oneida Ltd.), 562 F.3d 154, 157 (2d Cir. 2009) (discussing two prong test to determine whether a "claim" exists under the Bankruptcy Code); see also A.H. Robins, 839 F.2d at 202-203. A "claim" does not exist if the potential claimant does not possess a "right to payment" from the Debtors. See In re Dykes, 287 B.R. 298, 306 (Bankr. S.D. Ga. 2002) ("If there is no debt there is no right to payment, and there is no claim in a bankruptcy case.").

39. A right to payment exists when one party possesses an enforceable obligation against another. See F.C.C. v. NextWave Personal Communications Inc., 537 U.S. 293, 303 (2003) ("'[A] 'right to payment' is nothing more nor less than an enforceable obligation . . . ." (quoting Pennsylvania Dept. of Public Welfare v. Davenport, 495 U.S. 552, 559 (1990))); In re Varona, 388 B.R. 705, 721 (Bankr. E.D. Va. 2008) (same). In contrast, a right to payment will not arise when a legally enforceable obligation does not exist under applicable non-bankruptcy law. See In re North

American Refractories Co., 280 B.R. 356, 358 (Bankr. W.D. Pa. 2002) (holding that a claim will not arise if no right to payment exists under state law and no cause of action is specifically created by the Bankruptcy Code).

40. In this case, the vast majority of the pre-petition Rebate Check Holders do not hold "claims" against the Debtors' bankruptcy estates. As previously discussed, each Rebate Check conspicuously indicated on the face of the document that it was void after ninety (90) days. Moreover, pursuant to the specific terms and conditions included on each Rebate offer, Rebate Check Holders were required to cash Rebate Checks within ninety (90) days of the date of check issuance. If the Rebate Check Holder did not cash the Rebate Check within ninety (90) days, the Rebate Check Holder was deemed to have rejected the Rebate offer, making it void.<sup>4</sup> See Exhibit B.

41. Based on the Debtors' review of the data obtained from Parago and Young America, many of the

---

<sup>4</sup> As indicated above, the Debtors do not have documents with respect to the Young America Rebate Program, but reasonably believe that the documents included the type of information discussed in this paragraph.

Rebate Check Holders were still in possession of Rebate Checks well beyond the ninety (90) day expiration date of the Rebate Check. Indeed, approximately 720,780 of the 758,000 outstanding Rebate Checks were issued at least ninety (90) days before the Petition Date. These Rebate Checks represent approximately \$31,048,696.00 of the total value of all outstanding Rebate Checks.

42. Because these Rebate Checks were void after ninety (90) days under the terms and conditions of the Debtors' Rebate policies, the Rebate Check Holders in possession of these Rebate Checks did not possess legally enforceable obligations against the Debtors as of the Petition Date. As such, these Rebate Check Holders did not possess a "right to payment" from the Debtors. Therefore, these Rebate Check Holders could not assert "claims" under section 101(5) against the Debtors' bankruptcy estates.

43. Moreover, even assuming, arguendo, that the Rebate Check Holder could enforce a right to payment, under Virginia law, a Rebate Check Holder would have had five years to bring an action against the Debtors to enforce payment of a void Rebate Check. See Va. Code

Ann. § 8.01-246(2). In many instances, the outstanding Rebate Checks were issued more than five years prior to the Petition Date. Because expiration of a state statute of limitations is grounds for disallowing a claim under the Bankruptcy Code, such Rebate Check Holders would not be entitled to any recoveries in any event. See In re Andrews, 394 B.R. 384, 388 (Bankr. E.D.N.C. 2008) ("Section 502(b)(1) provides that one of the grounds for disallowing a claim is that the claim is unenforceable under applicable law. A statute of limitations . . . is the type of applicable law referred to in § 502(b)(1) that is grounds for disallowing a claim.")

44. Accordingly, Rebate Check Holders in possession of Rebate Checks for more than ninety (90) days before the Petition Date do not hold "claims" against the Debtors' bankruptcy estates.

**II. PUBLICATION NOTICE WAS CONSTITUTIONALLY SUFFICIENT TO INFORM ALL OF THE REBATE CHECK HOLDERS OF THE GENERAL BAR DATE.**

45. Bankruptcy Rule 3003(c)(3) provides that "[t]he court shall fix . . . the time within which proofs of claim or interest may be filed." In order to

participate in the bankruptcy process, Bankruptcy Rule 3003(c)(3) requires claimants to file proofs of claim by the bar date established by the Bankruptcy Court. See Chemetron Corp. v. Jones, 72 F.3d 341, 346 (3d Cir. 1995) (holding that Bankruptcy Rule 3003(c) requires claimants to file timely proofs of claim in order to participate in the reorganization process).

46. If an entity was required to file a proof of claim by the bar date, but failed to do so, that entity would have forfeited any right to receive a distribution from the bankruptcy estate on account of its alleged claim. See In re U.S. Airways, Inc., 2005 WL 3676186, \*2 (Bankr. E.D. Va. Nov. 21, 2005) ("After the passage of the bar date, a claimant cannot participate in the reorganization . . . ."); see also In re Envirodyne Industries, Inc., 214 B.R. 338, 347-48 (N.D. Ill. 1997) ("Once the time for filing a proof of claim is passed, such claim is barred, discharged forever, and the creditor forfeits his or her entitlement to distribution from the bankruptcy estate.").

47. Because the occurrence of the bar date, coupled with the failure to file a timely proof of claim, will extinguish the rights of creditors to take part in bankruptcy proceedings and receive distributions from a bankruptcy estate, due process requires that creditors be given notice of the claims bar date. See In re U.S. Airways, Inc., 2005 WL 3676186, \*2.

48. This due process requirement is incorporated into Bankruptcy Rule 2002(f), which states in pertinent part that "the clerk, or some other person as the court may direct, shall give the debtor, all creditors . . . notice by mail of . . . (3) the time allowed for filing claims pursuant to Rule 3002." Fed. R. Bankr. P. 2002(f).

49. Moreover, pursuant to Bankruptcy Rule 9007, this Court has the authority to designate "the time within which, the entities to whom, and the form and manner in which the notices shall be given." Fed. R. Bankr. P. 9007.

50. In order to satisfy the requirements of due process, the Supreme Court has held that notice must be reasonably calculated to apprise interested persons

of the pending action. Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Moreover, in determining whether notice was sufficient, courts should consider the practicalities and peculiarities of each individual case. Id., at 314-15.

51. With these principles in mind, courts have determined that whether due process in the bar date notice context has been satisfied depends on whether the creditor was known or unknown to the debtors. See In re J.A. Jones, Inc., 492 F.3d 242, 249 (4th Cir. 2007) ("The type of notice that is reasonable or adequate for purposes of . . . due process . . . depends on whether a particular creditor is known or unknown to the debtor."); Chemetron Corp. v. Jones, 72 F.3d at 346 ("For notice purposes, bankruptcy law divides claimants into two types, 'known' and 'unknown.'"); In re Envirodyne Industries, Inc., 214 B.R. at 348 ("In determining the proper form of notice of a bankruptcy claim bar date . . . courts divide creditors into two groups, known and unknown creditors.").

52. Known creditors include those claimants "whose identities are actually known to the debtor, as

well as claimants whose identities are 'reasonably ascertainable' to the debtor". In re J.A. Jones, Inc., 492 F.3d at 250 (citations omitted). Known creditors must receive actual notice by mail of the claims bar date. Id., at 249 (holding that due process requires known creditors to receive actual notice of the claims bar date).

53. Unknown creditors, on the other hand, are those whose identities or claims are conjectural or "'whose interests or whereabouts could not with due diligence be ascertained'" by the debtor. In re J.A. Jones, Inc., 492 F.3d at 250 (quoting Mullane v. Central Hanover Bank & Trust Co., 339 U.S. at 317). Unknown creditors need only receive constructive notice of the claims bar date. See In re J.A. Jones, Inc., 492 F.3d at 249-50. ("[W]here a creditor is unknown to the debtor, constructive notice . . . is generally sufficient to pass constitutional muster."); Chemetron Corp. v. Jones, 72 F.3d at 346 (same); In re Envirodyne Industries, Inc., 214 B.R. at 348 (same).

54. Generally, publication notice will suffice to inform unknown creditors of an impending



claims bar date. See In re J.A. Jones, Inc., 492 F.3d at 249-50. Indeed, as stated by the Fourth Circuit, "in the case of persons missing or unknown, employment of an indirect and even a probably futile means of notification is all that the situation permits and creates no constitutional bar to a final decree foreclosing their rights." In re J.A. Jones, Inc., 492 F.3d at 250 n.6 (quoting Mullane v. Central Hanover Bank & Trust Co., 339 U.S. at 317).

55. In the instant matter, the Rebate Check Holders are unknown creditors for the purposes of notice of the General Bar Date for various reasons. First, as explained above, the vast majority of the Rebate Check Holders do not hold "claims" against the Debtors' bankruptcy estates. Moreover, the Debtors are not required to serve creditors whose claims are merely conjectural with actual notice of the General Bar Date. See In re J.A. Jones, Inc., 492 F.3d at 250 ("An unknown creditor, i.e., one who is not entitled to actual notice of the debtor's bankruptcy filing, is a claimant whose identity or claim is wholly conjectural . . . ."). Because the Rebate Check Holders in possession of checks

for longer than ninety (90) days do not hold claims against the Debtors' bankruptcy estates and, if they did, such claims were conjectural, they were not entitled to receive notice of the General Bar Date in any event.

56. Second, the Debtors were not required to give actual notice of the General Bar Date to creditors when the Debtors reasonably believed those creditors abandoned their claims. See Matter of Chicago, Rock Island & Pacific R.R. Co., 788 F.2d 1280, 1283 (7th Cir. 1986)("[A] trustee has no duty to give notice to creditors who he reasonably believes have abandoned their claims . . . ."); Charter Crude Oil Company v. Petroleos Mexicano (In re Charter Company), 125 B.R. 650, 655 (M.D. Fla. 1991) ("[A] debtor is not required to give actual notice of the bar date to a creditor where the debtor could reasonably have believed that the creditor had abandoned its claim against the debtor."). Because many of the Rebate Check Holders had been in possession of their Rebate Checks for longer than ninety (90) days without taking steps to deposit or cash those checks, the Debtors reasonably believed that those

Rebate Check Holders abandoned any potential claims they might have had against the Debtors' bankruptcy estates.

57. Third, after conducting a diligent search of their books and records, the Debtors determined that they did not possess all of the names and addresses of the Rebate Check Holders. Once the Debtors obtained the necessary information, it was apparent that, due to length of time a significant number of the Rebate Checks were outstanding, much of the contact information was likely unreliable. This was particularly true with regard to the Young America Rebate Check Holders as those Rebate Checks were issued between November of 1999 and August of 2005.

58. Under applicable law, the Debtors were not obligated to engage in extensive searches beyond their own books and records in order to obtain the contact information for the Rebate Check Holders. See Mullane v. Central Hanover Bank & Trust Co., 339 U.S. at 317 (holding that due process does not require that the Debtors engage in "impracticable and extended searches" in order to determine the identity of potential creditors.); In re J.A. Jones, Inc., 492 F.3d at 250

("Only those claimants who are identifiable through a diligent search [of the debtors' books and records] are 'reasonably ascertainable' . . . ."); Chemetron Corp. v. Jones, 72 F.3d at 347 ("The requisite search . . . focuses on the debtor's own books and records. Efforts beyond a careful examination of these documents are generally not required."). Under the particular facts and circumstances of these cases, the Debtors undertook reasonable efforts to obtain accurate contact information for all outstanding Rebate Check Holders.

59. Accordingly, the Rebate Check Holders should be classified as unknown creditors and the Court should deem publication notice as sufficient to inform them of the General Bar Date.

**III. PUBLICATION NOTICE IS IN THE BEST INTEREST OF THE DEBTORS, THEIR ESTATES, AND OTHER PARTIES IN INTEREST**

60. After reviewing the Young America and Parago data, the Debtors determined that individually serving the approximately 758,000 outstanding Rebate Check Holders with notice of the General Bar Date was unduly expensive and impractical in relation to the size

of the claims the Rebate Check Holders could have asserted against the Debtors' bankruptcy estates.

61. When courts consider the type of notice required under the circumstances of a particular case, they must harmonize the fundamental requirements of due process with the underlying purposes of the Bankruptcy Code, which in this context means "the prompt and effectual administration and settlement of the debtor's estate." Chemetron Corp. v. Jones, 72 F.3d at 346 (citing Katchen v. Landy, 382 U.S. 323, 328 (1966)); see also In re Envirodyne Industries, Inc., 214 B.R. at 347 ("The state has an interest in bringing bankruptcy cases to a final settlement, enabling the debtor to have a fresh start and protecting the interests of other creditors, and the individual has a right to due process of law prior to being deprived of a property right.").

62. In addition to the above, the court must also consider the interests of all the debtor's creditors and other parties in interest when determining what form of notice is appropriate in a particular case. Indeed, as the Fourth Circuit has stated:

In bankruptcy, the court has an obligation not only to the potential claimants, but also to existing claimants and the petitioner's stockholders. The court must balance the needs of notification of potential claimants with the interest of existing creditors and claimants. A bankrupt estate's resources are always limited and the bankruptcy court must use discretion in balancing these interests when deciding how much to spend on notification.

Vancouver Women's Health Collective Soc. v. A.H. Robins Co., Inc., 820 F.2d 1359, 1364 (4th Cir. 1987).

63. In balancing these competing interests, courts have held that publication notice is appropriate, where as here, the sheer volume of potential claimants in relation to the size of their claims makes it excessively costly for the debtors to serve the claimants with actual notice of the claims bar date.

See Fogel v. Zell, 221 F.3d 955, 963 (7th Cir. 2000)

("Notice by publication may thus be entirely appropriate when potential claimants are numerous, unknown, or have small claims (whether nominally or . . . realistically) - all circumstances that singly or in combination may make the cost of ascertaining the claimants' names and addresses and mailing each one a notice of the bar date

and processing the responses consume a disproportionate share of the assets of the debtor's estate.); Matter of GAC Corp., 681 F.2d 1295, 1300 (11th Cir. 1982) (reasoning that publication notice is appropriate when it would have been extremely burdensome and costly to serve certain individual claimants within a larger class of creditors with actual notice of the bar date).

64. Here, the cost of serving each of the 758,000 Rebate Check Holders was excessive in relation to the average potential claim that could have been made against the Debtors' bankruptcy estates, and ultimately, would have been detrimental to the Debtors' other creditors and parties in interest.

65. As discussed in more detail above, the vast majority of the Rebate Check Holders do not hold valid claims against the Debtors' bankruptcy estates. Due process does not require that the Debtors individually serve approximately 758,000 potential claimants when the cost of serving such claimants is harmful to all other creditors of their bankruptcy estates and is grossly disproportionate to the value of

their potential claims, which in most cases here is \$0.00.<sup>5</sup>

66. Accordingly, the Court should find that the Rebate Check Holders were unknown creditors as of the Petition Date, and that publication notice of the General Bar Date satisfied due process in this instance.

**IV. PUBLICATION NOTICE OF THE GENERAL BAR DATE DID NOT PREJUDICE THE REBATE CHECK HOLDERS WITH POTENTIALLY VALID CLAIMS.**

67. Bankruptcy Code section 105 provides in pertinent part that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

---

<sup>5</sup> Assuming, arguendo, that some of the Rebate Check Holders have valid claims, they would probably not receive distributions from the Debtors' estates in any event. The average Rebate Check issued by Young America was in the amount of \$45. The average Rebate Check issued by Parago was in the amount of \$43. Under the Debtors' proposed Plan of liquidation, the Liquidating Trustee will not be obligated to distribute payments to holders of de minimis claims. Specifically, in accordance with Article VI, Section I, Subsection 4 of the Plan: "The Liquidating Trustee shall have no obligation to make any Distribution on Claims Allowed in an amount less than \$500.00." Because the average value of the outstanding Rebate Checks is significantly lower than the required threshold amount that would obligate the Liquidating Trustee to make a distribution on account of any Rebate Check claim, the Rebate Check Holders are not harmed by the relief requested herein.



68. As set forth above, due process requires that known creditors receive actual notice of the claims bar date because the occurrence of the bar date, coupled with the failure to file a timely proof of claim, will extinguish the rights of creditors to take part in bankruptcy proceedings and receive distributions from a bankruptcy estate. See In re U.S. Airways, Inc., 2005 WL 3676186, \*2.

69. The constitutional justification for requiring notice of the claims bar date -- deprivation of a property right -- is not present with regard to the Rebate Check Holders. See Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 313 (holding that "deprivation of life, liberty or property by adjudication be preceded by notice and opportunity for hearing appropriate to the nature of the case."); see also In re U.S. Airways, Inc., 2005 WL 3676186, \*2 (Bankr. E.D. Va. 2005) ("After the passage of the bar date, a claimant cannot participate in the reorganization . . . ."). As explained more fully herein, the vast majority of Rebate Check Holders did not hold claims against the Debtors' bankruptcy estates

because their Rebate Checks were void and they did not possess a right of payment from the Debtors. Because they did not hold claims against the Debtors' estates, those Rebate Check Holders could not have suffered a deprivation of property rights by not receiving actual notice of the General Bar Date.

70. Moreover, the occurrence of the General Bar Date did not forfeit the rights of Rebate Check Holders in possession of Rebate Checks issued within ninety (90) days of the Petition Date to receive payment on account of those checks. Pursuant to the terms of the Customer Practices Order, the Debtors were granted the authority to continue to offer the Rebates in the ordinary course of their businesses, including Rebates for products purchased or Rebate Forms mailed in prior to the Petition Date. In accordance with the Customer Practices Order, the Debtors continued their pre-petition practices with regard to the Rebate program well after the Petition Date.

71. Throughout the course of these proceedings, the Rebate Check Holders have been permitted to cash Rebate Checks issued by Solutran under

the Parago program. Indeed, the Debtors have funded Solutran for every Rebate Check it is has issued since the filing of these Chapter 11 cases.<sup>6</sup> Thus, the failure to file a proof of claim on account of an outstanding Rebate Check issued less than ninety (90) days before the Petition Date did not preclude a Rebate Check Holder from actually receiving payment in connection with that Rebate Check.

72. Accordingly, the potential deprivation of property rights that would require Rebate Check Holders to receive actual notice of the claims bar date is not present in this case. Therefore, granting the relief requested herein is justified under Bankruptcy Code section 105(a) and the Court should deem that publication notice of the General Bar Date satisfies due process with regard to the Rebate Check Holders.

#### **NOTICE**

73. Notice of this Motion has been provided to those parties who have requested notice pursuant to Bankruptcy Rule 2002 and the Core Group (as defined in

---

<sup>6</sup> As of the date of this Motion, the Debtors have instructed Solutran to discontinue honoring all Rebate Checks.

the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 130; the "Case Management Order")), as well as the Attorneys General for all fifty (50) states. The Debtors have not, however, provided notice to the Rebate Holders for the same reasons the Debtors did not provide actual notice of the Bar Date. The Debtors submit that, under the circumstances, no other or further notice need be given.

**WAIVER OF MEMORANDUM OF LAW**

74. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Motion and all applicable authority is set forth in the Motion, the Debtors request that the requirement that all motions be accompanied by a separate memorandum of law be waived.

**NO PRIOR REQUEST**

75. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form annexed hereto, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: Richmond, Virginia SKADDEN, ARPS, SLATE, MEAGHER &  
February 3, 2010 FLOM, LLP  
Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
P.O. Box 636  
Wilmington, Delaware 19899-0636  
(302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
Chris L. Dickerson, Esq.  
155 North Wacker Drive  
Chicago, Illinois 60606  
(312) 407-0700

- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley \_\_\_\_\_  
Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

Counsel for Debtors and Debtors  
in Possession

Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
One Rodney Square  
PO Box 636  
Wilmington, Delaware 19899-0636  
(302) 651-3000

Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
MCGUIREWOODS LLP  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

- and -

Chris L. Dickerson, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
155 North Wacker Drive  
Chicago, Illinois 60606  
(312) 407-0700

Counsel to the Debtors and  
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
:  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
:  
Debtors. : Jointly Administered  
- - - - - x

**ORDER PURSUANT TO BANKRUPTCY CODE SECTION 105 AND  
BANKRUPTCY RULE 2002, 3003(c)(3), AND 9007 TO DEEM  
PUBLICATION NOTICE OF GENERAL BAR DATE SUFFICIENT AS TO  
CERTAIN PARTIES**

Upon the motion (the "Motion")<sup>1</sup> of the Debtors  
for entry of an order, pursuant to section 105 of

---

<sup>1</sup> Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Motion.

title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002, 3003(c)(3) and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to deem publication notice of the general bar date sufficient as to certain parties; and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED.
2. Publication notice of the General Bar Date was sufficient to inform all of the Rebate Check Holders of the General Bar Date pursuant to Bankruptcy Code section 105 and Bankruptcy Rules 2002, 3003(c)(3) and 9007.

3. Publication notice of the General Bar Date as to the Rebate Check Holders satisfied the requirements of due process in all respects.

4. The Debtors are not required to provide actual notice of the General Bar Date to the Rebate Check Holders because the Rebate Check Holders are not known creditors of the Debtors.

5. This Court retains jurisdiction to hear and determine all matters arising from or related to the Settlement and this Order.

Dated: Richmond, Virginia  
\_\_\_\_\_, 2010

---

UNITED STATES BANKRUPTCY JUDGE



WE ASK FOR THIS:

Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP  
One Rodney Square  
PO Box 636  
Wilmington, Delaware 19899-0636  
(302) 651-3000

- and -

Chris L. Dickerson, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP  
155 North Wacker Drive  
Chicago, Illinois 60606  
(312) 407-0700

- and -

/s/ Douglas M. Foley  
Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
MCGUIREWOODS LLP  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

Counsel to the Debtors  
and Debtors in Possession

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I  
hereby certify that the foregoing proposed order has  
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley

**EXHIBIT A**  
**(Sample Rebate Check)**



P.O. Box 469  
Coppell, TX 75019

SOLUTRA

An Affiliate of  
Citizens State Bank  
Waverly, MN 55380  
Acct # 737934  
75-1687010

09559489

DATE: 05/15/2009  
VOID 90 DAYS AFTER ISSUE DATE

PAY: Ten Dollars and 00/100

TO THE  
ORDER  
OF:

**REDACTED**

\$10.00

Not Valid for more than \$10.00

*John A. Schaefer*  
Authorized Signature

09559489

000000 1000

**REDACTED**

**EXHIBIT B**  
**(Sample Rebate Forms)**

**Rebate Redemption Form**

Program No. PNM  
\$10 MIN. PURCHASE  
OF PNM 230100033

**Qualifying Models:**

\$10 Mail-in-Rebate on purchase of:

PNM 230100033 Qty: 1 Rebate Amount: \$10



Forms postmarked later than 07/14/2006 are ineligible.

**HOW TO SUBMIT FOR THIS OFFER:**

Please completely fill out the form below and make a copy for your records.

Please send in the following items:

- \* This form in its entirety.
- \* A legible copy of the Circuit City sales receipt.
- \* The original UPC barcode(s) from the product packaging.
- \* See our website information below for details.

The above listed items must have been purchased during the listed sales dates. Qualifying items must have been purchased between 6/4/2006 and 6/14/2006. By submitting this rebate form you certify that the above rebate items are for personal use only and not for resale. Allow 8 weeks from postmark date for processing of your rebate. This offer is valid for customer name on sales receipt only. Circuit City and its associated companies are not responsible for lost or misdirected mail. This form and sales receipt will not be returned. Offer void where prohibited or restricted by law. Fraudulent submission of multiple requests may result in prosecution under applicable law. Circuit City and its associated companies reserve the right to audit any claims, to request additional information regarding this claim and to nullify any claims which cannot be substantiated. Please see your sales associate regarding qualifying models for additional information. Products for which a rebate or promotional offer is claimed may not be returned.

Advertised rebate amount assumes payment of Circuit City's before-rebate advertised price. Circuit City reserves the right to reduce the fulfilled rebate amount based on price adjustments and/or price matches made on qualifying items.

- Offer valid in the United States of America only.  
Additional Terms and Conditions for Promotional Incentive  
Check Offers Sponsored by Circuit City:

If your submission has a timely postmark but you have not provided all required documentation, Circuit City will allow you 6 months from the postmark date to remedy any deficiencies to Circuit City's satisfaction. If you do so, Circuit City shall then mail you a promotional incentive offer check within 8 weeks.

In order to accept this offer, you must cash the promotional incentive offer check within ninety (90) days of check issuance. If you do not cash the check within this time period, you shall be deemed to have rejected this offer, making it void. Circuit City is not responsible for any lost or misdirected checks. By submitting this form, you acknowledge and agree to these conditions of acceptance and that any disputes arising from or relating to this offer will be governed by Virginia law without regard to its choice of law rules.

Limit 1 rebate per person and per household.

**CUSTOMER INFORMATION:**

P.O. Boxes cannot be accepted as valid addresses.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Apt#: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: (\_\_\_\_) \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Mail This Form In Its Entirety To:**

DAZZLE DVD READER \$10  
BOX 100468 H57259  
WHITE BEAR LK, MN 55110-0468

To track the real-time status of your claim please visit our website.

[HTTP://WWW.REBATE-ZONE.COM/P/DIZZLE](http://www.REBATE-ZONE.COM/P/DIZZLE)

If you have questions about your rebate, please call

**(800) 762-9741**

Business hours may vary

Ticket Number: 3100 - 04920998



→ Date: 06/13/2006



This item was purchased from Circuit City Stores, Inc.

Offer Redemption Form

SAMSUNG WITH PURCHASE OF  
SAMSUNG 225BW

Program No. 1123A

Please completely fill out the form below and make a copy for your records.

Qualifying Models:

\$ 50 Mail-in Offer on purchase of:

SAMSUNG 225BW Qty: 1 Offer Amt: \$ 50.00

Please see your sales associate regarding qualifying models or for additional information.

Qualifying items must have been purchased between 11/23/08 and 11/26/08

HOW TO SUBMIT FOR THIS OFFER:

Please send in the following items:

- \* This form in its entirety.
- \* The original Circuit City sales receipt.
- \* A copy of the UPC barcode from the product packaging.
- \* See our website information below for details.

The above listed items must have been purchased during the listed sales dates. Forms postmarked later than 01/19/09 are ineligible. By submitting this form, you certify that the above items are for personal use only and not for resale. Allow 12 weeks from postmark date for processing of your rebate or other promotional offer. This offer is valid for customer name on sales receipt only. Circuit City and its associated companies are not responsible for lost or misdirected mail. This form and sales receipt will not be returned.

Offer void where prohibited or restricted by law. Fraudulent submission of multiple requests may result in prosecution under applicable law. Circuit City and its associated companies reserve the right to audit any claims, request additional information regarding this claim and to nullify any claims which can not be substantiated. Products for which rebate or promotional offer is claimed may not be returned.

Advertised rebate amount assumes payment of Circuit City's before-rebate advertised price. Circuit City reserves the right to reduce the fulfilled rebate amount based on price adjustments and/or price matches made on qualifying items.

- Offer not valid with other offers unless specified by the offer.

Additional Terms and Conditions for Promotional Incentive Check Offers Sponsored by Circuit City (Excludes all Manufacturer Rebates):

If your submission has a timely postmark but you have not provided all required documentation, Circuit City will allow you 6 months from the postmark date to remedy any deficiencies to Circuit City's satisfaction. If you do

- Offer not valid with other offers unless specified by the offer.

Additional Terms and Conditions for Promotional Incentive Check Offers Sponsored by Circuit City (Excludes all Manufacturer Rebates):

If your submission has a timely postmark but you have not provided all required documentation, Circuit City will allow you 6 months from the postmark date to remedy any deficiencies to Circuit City's satisfaction. If you do so, Circuit City shall then mail you a promotional incentive offer check within 8 weeks.

In order to accept this offer, you must cash the promotional incentive offer check within ninety (90) days of check issuance. If you do not cash the check within this time period, you shall be deemed to have rejected this offer, making it void. Circuit City is not responsible for any lost or misdirected checks. By submitting this form, you acknowledge and agree to these conditions of acceptance and that any disputes arising from or relating to this offer will be governed by Virginia law without regard to its choice of law rules.

Limit 1 rebate or other promotional offer:

- \* Per item purchased
- \* Per person
- \* Per customer
- \* Per address
- \* Per household
- \* Per purchase

CUSTOMER INFORMATION:

Please verify name, address and phone number below.

**REDACTED**

all This Form In Its Entirety To:

OFFER # 08-224-1123A  
SAMSUNG PROMOTIONS  
P.O. Box 0820  
YOUNG AMERICA, MN 55558-0820

To track the real-time status of your claim, please visit our website.

[WWW.WEB-REBATES.COM/SAMSUNG](http://WWW.WEB-REBATES.COM/SAMSUNG)

If you have questions about this offer, please call  
1 (877) 683-4198  
Business hours may vary.

Ticket Number: 3323 - 04233726

Date of Purchase: 11/24/08

This item was purchased from Circuit City Stores, Inc.

Purchased 12/19/07

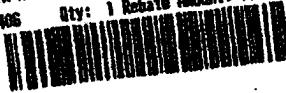
2007

12/20/07

Rebate Redemption Form  
Program No. PCKCN  
\$200 Mail-In Rebate on  
Select Notebook Computers

**Qualifying Models:**

\$200 Mail-In Rebate on purchase of:  
TOS A13557406 Qty: 1 Rebate Amount: \$200



Forms postmarked later than 01/18/2008 are ineligible.

**HOW TO SUBMIT FOR THIS OFFER:**

Please completely fill out the form below and make a copy for your records.

Please send in the following items:

- \* This form in its entirety.
- \* A legible copy of the Circuit City sales receipt.
- \* A copy of the UPC barcode(s) from the product packaging.
- \* Please circle the qualified item(s) and purchase price(s) on your Circuit City sales receipt.

\* See our website information below for details.  
\* Please write the ESN or serial #'s in the space provided.

TOS A13557406

The above listed items must have been purchased during the listed sales dates. Qualifying items must have been purchased between 12/18/2007 and 12/22/2007. By submitting this rebate form you certify that the above rebate items are for personal use only and not for resale. Allow 8 weeks from postmark date for processing of your rebate. This offer is valid for customer name on sales receipt only. Circuit City and its associated companies are not responsible for lost or misdirected mail. This form and sales receipt will not be returned.

Offer void where prohibited or restricted by law.  
Fraudulent submission of multiple requests may result in prosecution under applicable law. Circuit City and its associated companies reserve the right to audit any claims, to request additional information regarding this claim and to nullify any claims which cannot be substantiated. Please see your sales associate regarding qualifying models for additional information. Products for which a rebate or promotional offer is claimed may not be returned. Advertised rebate amount assumes payment of Circuit City's before-rebate advertised price. Circuit City reserves the right to reduce the fulfilled rebate amount based on price adjustments and/or price matches made on qualifying items.  
- Offer valid in the United States of America only.

**Additional Terms and Conditions for Promotional Incentive Check Offer Sponsored by Circuit City (Excludes all Manufacturer Rebates):** If your submission has a timely postmark but you have not provided all required documentation, Circuit City will allow you 6 months from the postmark date to remedy any deficiencies to Circuit City's satisfaction. If you do so, Circuit City shall then mail you a promotional incentive offer check within 8 weeks. In order to accept this offer, you must cash the promotional incentive offer check within ninety (90) days of check issuance. If you do not cash the check within this time period, you shall be deemed to have rejected this offer, making it void. Circuit City is not responsible for any lost or misdirected checks. By submitting this form, you acknowledge and agree to these conditions of acceptance and that all disputes arising from or relating to this offer will be governed by Virginia law without regard to its choice of law rules.

Limit 1 rebate per item purchased.

**CUSTOMER INFORMATION:**

Please verify name, address, and phone number below.

**REDACTED**



E-Mail:

Mail This Form In Its Entirety To:

Circuit City #PCKCN

P.O. Box 540040

El Paso, TX 79854-0040

To track the real-time status of your claim please visit our website.

[www.CCcityrebates.com](http://www.CCcityrebates.com)

If you have questions about your rebate, please call (866) 754-7717

Business hours may vary

Ticket Number: 03677 - 040414120871219



Date: 12/18/2007



This item was purchased from Circuit City Stores, Inc.

1-800-244-1343  
2/13/08  
04/11/08  
5556943  
CH#



2008

#2 Rebate Envelope: Toshiba Satellite Widescreen Laptop (L305DS5881)

Purchased 8/7/08

Please Print the following information

**REDACTED**

Email Address

Promotion Name: \$50 Mail in Rebate with Purchase of Select Notebook Computers at Circuit City  
Program ID: PCKFW  
Rebate Reward: \$50.00 Check  
Valid Dates : 08-03-2008 through 08-09-2008  
Dates vary by location, see details below.  
Postmark Date: 09-09-2008

**Promotion Details:**

**Submission Requirements:** - The rebate form in its entirety. - A legible copy of Circuit City sales receipt. - A copy of the UPC barcodes from the product packaging. - Write in Serial Number in space provided. The above listed items must have been purchased during the listed sales dates. Forms postmarked later than 30 days from purchase date are ineligible. By submitting this form you certify that the above items are for personal use only and not for resale. Allow 8 weeks from postmark date for processing of your rebate or other promotional offer. This offer is valid for customer name on sales receipt only. Circuit City and its associated companies are not responsible for lost or misdirected mail. This form and sales receipt will not be returned. This offer is no longer valid if not fully redeemed within 11 Months from the close of the redemption period. Offer void where prohibited or restricted by law. Fraudulent submission of multiple requests may result in prosecution under applicable law. Circuit City and its associated companies reserve the right to audit any claims, so request additional information regarding this claim and to nullify any claims which cannot be substantiated. Products for which rebate or promotional offer are claimed may not be returned. Offer valid in United States of America only. Limit 1 rebate(s) or other promotional offer(s) per address. Advertised rebate amount assumes payment of Circuit City's before-rebate advertised price. Circuit City reserves the right to reduce the fulfilled rebate amount based on price adjustments and/or price matches made on qualifying items. If your submission has a timely postmark but you have not provided all required documentation, Circuit City will allow you 6 months from the postmark date to remedy any deficiencies to Circuit City's satisfaction. If you do so, Circuit City shall then mail you a promotional incentive offer check within 8 weeks. In order to accept this offer, you must cash the promotional incentive offer check within ninety (90) days of check issuance. If you do not cash the check within this time period, you shall be deemed to have rejected this offer, making it void. Circuit City is not responsible for any lost or misdirected checks. By submitting this form, you acknowledge and agree to these conditions of acceptance and that any disputes arising from or relating to this offer will be governed by Virginia law without regard to its choice of law rules. For more information about this offer, please visit our website [www.circuitcityrebates.com](http://www.circuitcityrebates.com). If you have questions about your offer, please call 1-866-754-7717. Business hours only vary.

**Mailing Instructions**

To receive your reward:

**Attach the following required proof of purchase for Toshiba Satellite Widescreen Laptop (L305DS5881):**

- Receipt or Web Confirmation
- Rebate Form

Some rebates have additional requirements (ex. Serial Number or Mac ID). Please refer to the specific terms & conditions for any additional requirements.

**Mail the proof of purchase and a copy of this form to:**

Circuit City  
Dept. #PCKFW  
P.O. Box 540040  
EL PASO, TX 88554-0040

Please allow 6 to 8 weeks after we receive this form and your proof of purchase to receive rebate.

A confirmation email that includes your tracking number will be sent to your email address.

You can track the status of your rebate any time at [www.circuitcityrebates.com](http://www.circuitcityrebates.com).